



**Consulting and Technical Services (CATS)
Task Order Request for Proposals (TORFP)**

IBM MAINFRAME HARDWARE MAINTENANCE

CATS TORFP PROJECT NUMBER J01P6200030

**Maryland Department of Transportation
Office of Transportation Technology Services**

ISSUE DATE: June 13, 2006

TABLE OF CONTENTS

NOTICE TO MASTER CONTRACTORS.....	6
SECTION 1 - ADMINISTRATIVE INFORMATION	7
1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT.....	7
1.2 TO AGREEMENT.....	7
1.3 TO PROPOSAL SUBMISSIONS	7
1.5 EMARYLANDMARKETPLACE FEE.....	7
1.6 CONFLICT OF INTEREST	7
1.7 NON-DISCLOSURE AGREEMENT	8
1.8 LIMITATION OF LIABILITY CEILING.....	8
SECTION 2 – SCOPE OF WORK.....	9
2.1 PURPOSE, BACKGROUND, AND OBJECTIVES.....	9
2.2 TECHNICAL REQUIREMENTS	10
2.3 CONTRACTOR EXPERTISE REQUIRED	18
2.4 CONTRACTOR MINIMUM QUALIFICATIONS	18
2.5 INVOICING	19
2.6 REPORTING	19
2.8 CHANGE ORDERS	20
SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS	21
3.1 REQUIRED RESPONSE	21
3.2 FORMAT.....	21
SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT	23
4.1 EVALUATION CRITERIA	23
4.2 TECHNICAL CRITERIA	23
4.3 SELECTION PROCEDURES.....	23
4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT	23
ATTACHMENT 1	24
PRICE PROPOSAL	24
ATTACHMENT 1A.....	26
PRICE PROPOSAL FORM	26
ATTACHMENT 2	26
MBE FORMS	
ATTACHMENT 3	7
TASK ORDER AGREEMENT	7
ATTACHMENT 4	10

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE.....	10
ATTACHMENT 5	11
LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY	11
ATTACHMENT 6	2
DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE	2
ATTACHMENT 7	3
NOTICE TO PROCEED	3
ATTACHMENT 8	4
AGENCY RECEIPT OF DELIVERABLE FORM	4
ATTACHMENT 9	5
ACCEPTANCE OF DELIVERABLE FORM.....	5
ATTACHMENT 10	6
NON-DISCLOSURE AGREEMENT (OFFEROR).....	6
ATTACHMENT 11	7
NON-DISCLOSURE AGREEMENT (TO CONTRACTOR).....	7

KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2, Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

Although information from the Contractors must be sent to concurrent individuals as stated in this Key Information Summary Sheet, all correspondence from MDOT to the Contractors shall be sent only by the MDOT Contracts Manager or designee.

TORFP NAME:	IBM Hardware Maintenance Services
FUNCTIONAL AREA:	FA# 6: System Facility Maintenance and Management
TORFP ISSUE DATE:	June 13, 2006
Closing Date and Time:	July 3, 2006 12:00 pm
TORFP Issuing Office:	Maryland Department of Transportation Office of Transportation Technology Services
Questions and Proposals are to be sent to: Questions must be submitted no later than 10 working days prior to the Proposal due date.	MDOT Contracts Manager -Peter Arrey parrey@mdot.state.md.us MDOT Contracts Administrator – Carl Stein cstein@mdot.state.md.us TO Manager – Michael Hicks Mhicks@mdot.state.md.us
TO Contract Manager:	Peter Arrey parrey@mdot.state.md.us (410) 865 – 1372
TO Manager:	Michael Hicks (410) 787 – 7969 mhicks1@mdot.state.md.us
Project Number:	J01P6200030
TO Type:	Fixed price
Period of Performance:	2 years plus one year renewal option
MBE Goal:	30
SBR	yes

Primary Place of Performance:	MDOT Data Center – Glen Burnie, Maryland
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	Office Desk Space and networked PC with email and software applications for on-site staff.
TO Pre-Proposal Conference:	June 21, 2006 at 9:00 AM See attachment 6 for directions

NOTICE TO MASTER CONTRACTORS

All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to the TO Procurement Officer, Peter Arrey. If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title: IBM MAINFRAME HARDWARE MAINTENANCE
TORFP No.: J01P6200030

1. If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the TORFP is not something we ordinarily provide.
- ☐ We are inexperienced in the services required.
- ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- ☐ The scope of work is beyond our present capacity.
- ☐ Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
- ☐ We cannot be competitive. (Explain in REMARKS section.)
- ☐ Time allotted for completion of a Task Order Proposal is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
- ☐ TORFP requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- ☐ MBE requirements. (Explain in REMARKS section.)
- ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- ☐ Payment schedule too slow.
- ☐ Other:_____.

2. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks:

Master Contractor

Name:_____Date:_____

Contact Person:_____ Phone ____ - ____ - ____ email_____

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.7 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by MDOT's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #J01P6200030. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #J01P6200030 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #J01P6200030 Financial". The proposal documents that must be submitted with a signature, Attachment 2 - MBE Forms D-1 and D-2 and Attachment 4 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

1.4 eMARYLANDMARKETPLACE FEE

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace website at www.eMarylandMarketplace.com.

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply. Refer to RFP Section 1.9 for additional information.

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest.

Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at OTTS One Orchard Road, Glen Burnie, Maryland 21060. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 7. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 8.

1.8 Limitation of Liability Ceiling

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount established.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE, BACKGROUND, AND OBJECTIVES

2.1.1 PURPOSE

The Maryland Department of Transportation (MDOT), Office of Transportation Technology Services (OTTS) wishes to continue to provide an IT computing infrastructure management program that is consistent with the State of Maryland best practices and standards. OTTS requires the assistance of an experienced TO Contractor that will provide comprehensive and cost-effective solutions in support of this goal. This TO RFP is issued to acquire the services from a Contractor for maintenance services for the IBM Components and peripheral components of the OTTS mainframe. The Contractor shall be accountable for maintaining high availability and integrity of the mainframe and peripheral components for the IBM mainframe

2.1.2 MDOT OTTS INFORMATION

The Maryland Department of Transportation (MDOT), Office of Transportation Technology Services (OTTS) provides enterprise-wide infrastructure support to the MDOT Transportation Business Units (TBUs) and to its external mainframe customers, including Public Safety, the Comptroller's Office, and the Court System. OTTS provides Mainframe and Network support at the Enterprise level. Additionally, support is provided for a variety of PC and web-based applications.

Our mission, vision, and values are stated below.

OTTS Mission: To provide high quality service and products to support our customers in reaching their goals through the combination of Skilled Personnel, Technological Excellence, Emerging Technologies, and Innovative Resources.

OTTS Vision: To support a World-class Transportation System through IT Excellence.

OTTS Values: We consider these values to be an important part of all our activities:

Quality
Respect
Equality
Flexibility
Honesty
Recognition
Empowerment
Communication
Integrity
Diversity
Teamwork
Innovation

2.1.3 PROJECT BACKGROUND

OTTS operates twenty-four (24) hours a day, seven (7) days a week Data Center and is tasked with providing all information technology services for all agencies within the Maryland Department of Transportation. The OTTS is responsible for the delivery and technical support of hardware and operating system platforms. These services include the systems programming, and maintenance of an IBM mainframe system. OTTS provides Mainframe computing services to a diverse audience of users and the availability of the IBM mainframe and all of its components are a key factor in attaining our service level commitment of 98% scheduled System uptime for the IBM mainframe. Failure to meet our established service levels can have a highly visible impact on Public Safety and our other business partners.

2.1.4 PROJECT OBJECTIVE

The objective of this TORFP is to acquire hardware maintenance services for the Department's mission critical mainframe hardware and components from an experienced contractor who can assure that MDOT OTTS continues to meet its mainframe availability goal of 98% and who can effectively and efficiently provide both hardware maintenance and warranty support as required on the MDOT IBM hardware.

2.2 TECHNICAL REQUIREMENTS

The following serve as the mandatory requirements for the maintenance support of all of the components listed in Exhibit B of this TORFP

The TO contractor shall provide hardware maintenance and support for all of the IBM components listed in Exhibit B.

The TO contractor shall adhere to the following service levels during Prime and Non-Prime period of maintenance.

Prime Period of Maintenance – Monday through Friday 08:00 a.m. – 17:00 (5) p.m.

0 Hours	Notification of problem by MDOT to Contractor
½ Hour	Client contact by contractor
2 Hours	Contractor on site

Non-Prime Period of Maintenance Monday – Friday 17:01 (5:01) p.m – 06:59 .a.m

0 Hours	Notification of problem by MDOT to Contractor
1 hour	Client contact by contractor
4 hours	Contractor on site

Preventative Maintenance: The TO Contractor shall be responsible for:

- 2.2.1 Preventative Maintenance (Scheduled). Preventive maintenance must be initiated outside of the Principal Period of Maintenance. The PPM for this task is Monday through Friday 08:00 am to 17:00 (5) pm The contractor must submit in writing and as part of this proposal a tentative PM schedule outlining frequency and duration of PM's as specified by the OEM for pertinent systems and/or subsystems. The performance of the preventive maintenance must be scheduled on a mutually agreeable basis. As much as possible, preventive maintenance must be performed so as not to interfere with MDOT's operation. MDOT OTTS has reserved Sunday morning between 06:00 am and 10:00 am to perform any scheduled maintenance that must be performed. The frequency, duration, and quality of preventive maintenance must be equal to that provided under the OEM's standard maintenance contracts. MDOT has the right to defer scheduled PM for up to two weeks. Equipment failure during this deferred period will not be considered in downtime calculations. Any PM that could have an affect on process or communications must be performed during OTTS scheduled maintenances times, which is, Sundays from 06:00AM – 10:00AM, or scheduled at the discretion of the Data Center Manager or the Director.
- 2.2.2 Remedial Maintenance (Unscheduled). When any equipment covered under this Statement of Work is inoperable, the contractor must have sufficiently skilled personnel on the job to return the equipment to operable condition. On-site Remedial Maintenance must be performed during the Principal Period of Maintenance (PPM) or extension thereof (if required by MDOT) within one hour after notification that the system or device is inoperative. If the contractor is notified of an equipment problem during the PPM, the contractor must initiate remedial maintenance immediately unless a delay is requested by MDOT. If a delay is requested by MDOT, the time of commencement of that remedial maintenance will be mutually agreed upon. If the equipment remains inoperable for more than 4 hours after remedial maintenance is started, the contractor must provide at least the next higher-level technical support to augment the efforts of the on-site maintenance personnel as described in 2.2.4.
- 2.2.3 Continued Maintenance Support. If the contractor is notified of an equipment problem during the PPM, the contractor must continue remedial maintenance support beyond the PPM. This support must be at no additional cost to MDOT. Periods of continued remedial maintenance support must not be treated as part of PPM for computation of down time during the PPM.
- 2.2.4 Escalation Process. The contractor shall include in the proposal an escalation process that is adheres to the following:

Escalation Protocol
Closed Loop Problem Management

<u>Time</u>	<u>Event/Activity</u>
0 hour	Problem Avoidance/Approach
	Up to Customer Support Engineer Dispatch

1 hour Part Dispatch	Local Diagnostics
1 hour	Customer Support Center Notified (Add Tech) Local Back-up Dispatched Remote Diagnostics
4 hour	Field Support Manager Notified Plant Engineering Support Field Tech Center Dispatched (If Required)
8 hours	Customer Support Center Dispatch (IF Required) Factory Dispatch (If Required)

The contractor's service manager must coordinate all activities surrounding the outage. Escalation of maintenance procedures should include the provision of technical support persons having an increased number of years of experience in areas applicable to the problem at hand.

- 2.2.5 Back-up Maintenance Expertise. The contractor is also required to have a staff of progressively more experienced personnel to backup the local field personnel. Procedures to subcontract for more experienced consultants when the field technician cannot resolve the equipment malfunction within the specified four hour period may be also included. This expertise must extend to cover all aspects of the electronic and electromechanical components, which comprise the systems listed in Attachments. After four (4) hours of maintenance at the first escalated level of support without problem resolution, contractor personnel from the next higher level must be dispatched to the maintenance site to aid in the diagnosis of malfunctions or other maintenance considerations at no additional charge to MDOT.
- 2.2.6 Replacement Option. After the maximum twenty-four hours of on-site troubleshooting and repair effort has been expended, the contractor will initiate a replacement strategy. The specific option swap is to be implemented no later than the end of the next PPM. The system downtime is not to exceed three working days. The replaceable unit or option will be supplied at no additional charge to MDOT.
- 2.2.7 Problems with Attached Equipment. In the event that a remedial maintenance call is made to the contractor and, after analysis, the contractor feels that the fault exists within attached equipment that is not maintained by the contractor, the contractor will notify MDOT immediately with an explanation of the apparent difficulty. When diagnosis results in the contractor not being able to establish to the satisfaction of MDOT that the malfunction or failure exists within the attached equipment, the contractor's representative must be available at no additional cost upon the arrival of maintenance personnel for the attached equipment. The contractor then is responsible for describing how the attached equipment responds to the maintenance personnel, making recommendations for corrective actions by MDOT for system failures or malfunctions that may exist within the attached equipment.

2.2.8 Point of Contact. The contractor must provide the MDOT a toll free phone number for service calls. This phone number must be available 24 hours a day, 7 days a week for placement of service calls. MDOT has the responsibility to provide the point of contact with as much information as possible to allow the proper selection of personnel and equipment to dispatch to the system site.

2.2.9 Maintenance Diagnostic Routines. The contractor's proposal must also include diagnostic software. Maintenance Diagnostic Software must be available from the contractor for all systems and peripherals to be covered under this solicitation for preventive and remedial maintenance. Diagnostics will be used for testing, troubleshooting, and maintaining each item of computer equipment under this contract or for per-call service. The contractor must identify each diagnostic software program to be provided as contractor developed proprietary software and/or OEM fully licensed diagnostic software. The contractor must provide all following levels of diagnostics to ensure minimum downtime in the case of system, subsystem, or separate element failure, at no additional cost beyond the Basic Monthly Maintenance charge. The diagnostic system hierarchy levels that must be provided are:

- o Level 1: Operating system based diagnostic programs.
 - System diagnostic control program.
- o Level 2: Diagnostic supervisor-based diagnostic programs that can be run either under operating system software (on-line) or in the stand-alone mode.
 - Bus interaction program.
 - Formatter and reliability level peripheral diagnostic programs.
- o Level 3: Diagnostic supervisor-based diagnostic programs that can be run in stand-alone mode only.
 - Functional level peripheral diagnostic programs.
 - Repair level peripheral diagnostic programs.
- o Level 4: Stand-alone macro/micro diagnostic programs that run without the supervisor.
 - Peripheral diagnostic programs which are not supported by the supervisor in the stand-alone mode.
 - Hard-Core Instruction Test – This program tests the basic CPU functions necessary to running the supervisor.
- o Console-Level: Console-based diagnostic programs that can be run in the stand-alone mode only.
 - Macro/Micro Diagnostics
 - Console Program
 - ROM Resident Power-Up Tests

- 2.2.10 FC Field Changes (FCFC) FCFC The contractor will be required to install at no additional cost to MDOT on-site field modifications based upon contractor or manufacturer-sponsored modifications. All such FC's must be made available for installation within 30 days of their availability from the appropriate originating source (MDOT, contractor, or OEM). FC installation on equipment covered by this contract must be made upon two-weeks notification or sooner, if mutually agreed upon. Except when such FCFC installation requires the presence and use of software enhancements not yet available to MDOT or which MDOT has not yet installed or chosen not to install and use. Access to the equipment will be provided by MDOT for installation of FC's, normally during a scheduled PM. However, in the case of FC's or FC's that affect safety or security, MDOT must permit prompt access to equipment for such installation. Installation of FC's includes updating all diagnostic routines and documentation and briefing MDOT and designated representatives on any operational changes. MDOT may delay or decline the installation of FC's on equipment that may impact critical MDOT applications.
- 2.2.11 Documentation. Before beginning maintenance on a system, the contractor must have on-hand the current level of maintenance documentation issued by the OEM. This documentation will be the property of the contractor throughout and after the contract period. During the contract period, the contractor must keep all maintenance documentation current.
- 2.2.12 Special Tools. The offeror's proposal must include a list of any special tools designed and used by the OEM for maintenance (such as alignment tools for aligning disk drives). The contractor when required for use in on-site maintenance must provide all tools.
- 2.2.13 Remote Diagnostic Capability. The contractor must have the capability to diagnose malfunctions by connecting systems covered under this contract to a remote diagnostic facility. The contractor must provide any couplers/modems/interface boards necessary to make the connection. MDOT has the right to require any additional interface boards be placed in a contractor supplied expander cabinet. MDOT phones may be used for the connection if the contractor has a local number, a toll-free number; calls collect or uses a credit card. Any failure or damage to system devices caused by remote diagnostic connections is the contractor's responsibility. The remote diagnostic center must, upon completion of it's troubleshooting of a given malfunction, contact the on-site field engineer to relay information concerning the problem and recommended spare parts. MDOT must not incur additional charge for the use of the remote diagnostic center. The use of remote diagnostic facilities must not be used as a substitute for on-site coverage.
- 2.2.14 Qualifications of Personnel. All contractor field maintenance technicians must be previously trained on and have prior experience on the specific equipment (make and model number) to be maintained under this solicitation.
- 2.2.15 Spare Parts Inventories. The contractor must have a local spare parts inventory, at the current FC revision level, including all items that are contained in the system manufacturer's commercially available spares kits for the system manufacturer's devices under contract. The offeror's local spare parts inventory may be subject to inspection prior to contract award by

MDOT personnel for compliance to this requirement. Warehousing of spare parts must be within, as a maximum, 1 hour travel time to prevent long repair delays.

- 2.2.16 Parts Replacement. Replacement of worn or defective parts must be consistent with OEM's design of the equipment. Field maintenance technicians must not try to repair faulty modules on-site if the equipment was designed for the replacement of modules.
- 2.2.17 Level of Parts Replacement. The level of replacement of worn or defective parts should be consistent with the original manufacturer's design of the equipment. The contractor has the responsibility for repair or replacement of all faulty parts or components of any equipment under contract. This responsibility includes furnishing all needed cables, cabinets, housings, power supplies, fans, components, circuit boards, assemblies, and other items as may be necessary to restore the equipment to proper operating condition. The contractor must have a high percentage of spare parts on hand as part of its local inventory to support the equipment under this contract.
- 2.2.18 Quality of Parts. The contractor must use only new OEM parts, or parts equal to new in performance and certified to be at current OEM FC levels. In no case must the contractor use any replacement parts in repairing equipment that would result in the original equipment manufacturer refusing to support the equipment.
- 2.2.19 Equipment Maintenance Guide. The contractor must develop and maintain an equipment maintenance guide for each computer system (except personal computers) placed under contract. The equipment maintenance guide must consist of a written record containing the following data but not necessarily limited to these data:
1. General information.
 2. Customer equipment care operation and responsibilities.
 3. Customer activity/use log.
 4. Trouble reporting log.
 5. Current systems configuration data.
 6. FC records.
 7. Applicable systems and diagnostic software record.
 8. Preventive maintenance record including subsystem PM records.
 9. Performance reports.
 10. Remote diagnostic data (if applicable).
 11. Communications data (where applicable).
 12. Other data and records where required by a specific machine or system.
- 2.2.20 Movement of Equipment. In the event the equipment being maintained under the terms and conditions of this contract is moved to another location, the terms and conditions of this contract must continue to apply, provided the new location is within one of the Geographical areas listed in the contract. MDOT must give at least thirty (30) days written notice to the contractor of its intention to move the equipment, except in emergency situations. Maintenance charges must be suspended on the day the dismantling of the equipment in preparation for shipment is begun. Maintenance charges must be reinstated on the day that the

contractor completes re-assembly of the equipment. MDOT must be charged for disassembly and re-assembly at the contractor's then current standard rates, provided the contractor charges his commercial customers for such services. In no case must MDOT be charged at rates in excess of the going commercial rate at the time. Shipment to the new location must be at MDOT expense by padded van. MDOT may ship the equipment by MDOT transportation or commercial carrier, or at its option, provide the contractor with an authorization to ship by commercial carrier on a prepaid basis, in which case MDOT must be invoiced for rigging, transportation, and drayage costs.

- 2.2.21 Certification of Equipment at Termination of Contract. If MDOT does not notify the contractor of its intent to exercise options to the contract, the contractor must certify in writing before the end of the contract period that all equipment is eligible for OEM maintenance. If any equipment is not eligible, the contractor is responsible (at no cost to MDOT) for bringing the equipment up to OEM maintenance standards before termination of the contract. The contractor must not bear the cost of the maintenance, including labor and parts, to keep the equipment in good operating condition if adjustment, repair, or replacement parts are required because of the fault or negligence of MDOT or for causes external to the equipment.
- 2.2.22 Equipment Added to this Contract. The contractor may be required to maintain any new equipment added to systems under this contract if the contractor is already maintaining the same or similar items from the same or other vendors. If used equipment is added to this contract, the contractor will maintain it if the OEM certifies that the equipment is eligible for OEM maintenance. If the equipment is ineligible for OEM maintenance but can be brought up to OEM acceptable maintenance levels, the contractor must upon MDOT request prepare an estimate of the cost of bringing the equipment to OEM acceptable maintenance level. If MDOT elects to bring the equipment to OEM acceptable maintenance level, the contractor may be required to maintain the equipment. Any addition or deletion of equipment from this task will be accomplished through a change order as defined in 2.8 of this TORFP.
- 2.2.23 Upgrades to Existing Configuration. Upgrades must retain the original configuration number assigned and must show the new designation or title.
- 2.2.24 Warranty: The current IBM Mainframe is under warranty until February 19, 2007, during that time the contractor must provide a means to assure that all warranty work is performed by an IBM approved provider or IBM itself to assure that the warranty is not voided. Vendors providing proposals should indicate the monthly cost of the IBM Z series mainframe does not begin to be applied until after February 19, 2007.

2.3 PROJECT APPROACH

Because this is a hardware maintenance task order, the flow of events will be as follows.

1. Problem Detection – Either by remote facility or a trouble call. A help desk ticket will be created for every call that OTTS makes to the maintenance vendor. It will include the type of problem being experienced, the date and time the problem was detected and the date and time that the contractor was called. When the contractor is the party who determines there is a

problem via a remote connection, the contractor shall notify OTTS Operations so that they can enter a help desk ticket for that incident.

2. Contractor is contacted that a component requires service.
3. Contractor follows the Service Levels for response depending on Prime or Non Prime period of maintenance.
4. Contractor dispatches to site and corrects problem or escalates as required.
5. When problem is resolved, OTTS will close its help desk ticket.

On a monthly basis, the contractor shall provide a report to the task order manager by the 10th of each month that lists all calls received, nature of the problem and the time to resolve each call. This information will be crosschecked with OTTS help desk tickets. The TO Manager and contractor representative shall meet monthly either in a face to face meeting or via a conference call and will compare reports and settle any discrepancies.

2.4 DELIVERABLES:

2.4.1 Contractor shall provide a monthly report of all trouble tickets that they responded to and indicate for each ticket whether or not the defined service levels were achieved. The TO Manager will use this information to cross check against the help desk tickets generated by OTTS. If the TO Manager concludes that there was a failure to meet the agreed upon service levels, the TO Manager shall meet with the TO Contractor to determine what mitigation steps are required to correct the problem.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 8). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.6 Invoicing).

When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the section of the deliverable being discussed.

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

2.4.2 DELIVERABLE/DELIVERY SCHEDULE:

ID	Deliverables for 2.2.3	Expected Completion:
2.2.3.1	Monthly report of calls responded to and service level information	NTP =40 and the 10th of each month following.

2.5 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- A) The State's System Development Life Cycle (SDLC) methodology at: www.dbm.maryland.gov - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: MTAF Guiding Principles.
- E) The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities,

2.6 CONTRACTOR EXPERTISE REQUIRED

The TO Contractor's staff must demonstrate a level of expertise in providing mainframe maintenance support for IBM components as described in Exhibit B. They shall provide at least 3 other clients who they provide support for who are using equipment similar to or exactly like the equipment listed in Exhibit B. If the contractor is using a sub-contractor to perform the work, the sub-contractor shall provide the same references.

2.7 CONTRACTOR MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services:

The TO contractor's staff shall have at least 5 recent years individual experience in supporting a mission critical mainframe computer center using equipment similar to or exactly like the equipment shown in Exhibit B and must be able to guarantee that the warranty on the IBM mainframe will not be voided by having a non-IBM certified technician provide service on

warranty items.

2.8 INVOICING

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.4

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15th day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

2.8.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the insert Maryland Department of Transportation, Office of Transportation Technology Services as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the insert Maryland Department of Transportation, Office of Transportation Technology Services at the following address:

One Orchard Road
Glen Burnie, Maryland
21060
Attention: Tom Reed
Bill Bryant
- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.9 REPORTING

2.9.1 Project Management:

The TO Contractor and the TO Requesting Agency shall conduct monthly progress meetings. A monthly project progress report shall be submitted ten days in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

- TO Requesting Agency name, TO Number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line.
- Work accomplished during the monthly period.
- Deliverable progress, as a percentage of completion.
- Problem areas including scope creep or deviation from the work plan.
- Planned activities for the next reporting period.
- Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

2.10 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor’s proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is executed by the TO Procurement Officer.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.

3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS TORFP. A TO Proposal shall provide the following:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

A) Proposed Services –

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) Proposed Solution: A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
- 4) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
- 5) Acceptance Criteria: A statement acknowledging the Master Contractor's understanding of the acceptance criteria.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 3) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.

C) Subcontractors

- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.

D) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference complete with the following:
 - a) Name of organization.

- b) Name, title, and telephone number of point-of-contact for the reference.
- c) Type, and duration of contract(s) supporting the reference.
- d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
- e) Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.

E) Proposed Facility

- 1) Identify Master Contractor's facilities including address, from which any work will be performed.

F) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

G) Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:

A) A description of any assumptions on which the Master Contractor's Financial Proposal is based.

B) Completed Financial Proposal - Attachment 1 including:

- 1. Using Attachment 1, contractor shall provide the cost for a contractor resource to act as the contractor liaison to MDOT OTTS TO Manager for the duration of this task.
- 2. Using Exhibit B to provide a monthly per unit cost for each piece of equipment specified in Exhibit B, multiply the monthly unit cost by 12 to get the annual costs. Total each units annual cost to get the overall yearly maintenance cost and that number goes into the Cost sheet form Attachment I. Be sure to provide an annual cost for all three years.

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance.

Experience in providing the service
Contractors understanding of the services being requested

4.3 SELECTION PROCEDURES

- 4.3.1 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.2 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.3 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit will have the greater weight.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment for a sample of a Notice to Proceed.

ATTACHMENT 1 PRICE PROPOSAL

PRICE PROPOSAL FOR CATS TORFP # J01P6200030 LABOR CATEGORIES

How are you addressing year two and three?

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours	Total Proposed CATS TORFP Price
(Insert Proposed Labor Categories for this TORFP)	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
Year 1 Maintenance Cost	\$ n/a	N/a	\$
Year 2 Maintenance Cost	\$ n/a	N/a	\$
Year 3 (option) Maintenance Cosst	\$ n/a	N/a	\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
Total Evaluated Price			\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

* The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower.

SUBMIT THIS WITH THE FINANCIAL RESPONSE

ATTACHMENT 1A
PRICE PROPOSAL FORM
PRICE PROPOSAL FOR CATS TORFP # J01P6200030 number year 2 and 3?

Identification	Deliverable	Proposed Price
# of Deliverable	Title of Deliverable	
Total Proposed Fixed Price		

ATTACHMENT 2 - MBE FORMS

State of Maryland
DEPARTMENT OF TRANSPORTATION
MINORITY BUSINESS ENTERPRISE PARTICIPATION

PURPOSE

Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the minority business enterprise (MBE) goal stated in the Invitation for Bids or Request for Proposals. MBE performance must be in accordance with this Exhibit, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

MBE GOALS AND SUBGOALS

☐ An MBE subcontract participation goal of 30 percent of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this dollar amount of the contract will be performed by certified minority business enterprises

OR

☐ An overall MBE subcontract participation goal of ____ percent of the total contract dollar amount has been established for this procurement. This dollar amount includes:

- ☐ A sub-goal of ____ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as women-owned businesses.
- ☐ A sub-goal of ____ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as African American-owned businesses.

By submitting a response to this solicitation, the bidder or offeror agrees that these dollar amounts of the contract will be performed by certified minority business enterprises as specified.

- ◆ A prime contractor — including an MBE prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
- ◆ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

SOLICITATION AND CONTRACT FORMATION

- ◆ A bidder or offeror must include with its bid or offer:
 - (1) A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1) whereby the bidder or offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
 - (2) A completed MBE Participation Schedule (Attachment D-2) whereby the bidder or offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified Minority Business Enterprises at the time of submission. The bidder or offeror shall specify the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

If a bidder or offeror fails to submit Attachment D-1 and Attachment D-2 at the time of submittal of the bid or offer, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

- ◆ Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.
 - (1) Outreach Efforts Compliance Statement (Attachment D-3)
 - (2) Subcontractor Project Participation Statement (Attachment D-4)
 - (3) If the apparent awardee has requested a waiver (in whole or in part) of the overall MBE goal or of any sub-goal as part of the previously submitted Attachment D-1, it must submit documentation supporting the waiver request that complies with COMAR 21.11.03.11.
 - (4) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

1. Submit monthly to the Department a separate report (**Attachment D-5**) for each subcontractor that lists: a) all payments made to the MBE subcontractor during the previous 30 days, and, b) any unpaid invoices over 30 days old received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report (**Attachment D-6**) that identifies the prime contract and lists: a) all payments received from the prime Contractor during the previous 30 days, and, b) any outstanding invoices, and the amount of those invoices.
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.
5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

ATTACHMENTS

- | | |
|-----|---|
| D-1 | <u>Certified MBE Utilization and Fair Solicitation Affidavit</u> (must be submitted with bid or offer) |
| D-2 | <u>MBE Participation Schedule</u> (must be submitted with bid or offer) |
| D-3 | <u>Outreach Efforts Compliance Statement</u> (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier) |
| D-4 | <u>Subcontractor Project Participation Statement</u> (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier) |
| D-5 | <u>Prime Contractor Paid/Unpaid MBE Invoice Report</u> (must be submitted monthly by the Prime Contractor) |
| D-6 | <u>Subcontractor Paid/Unpaid MBE Invoice Report</u> (must be submitted monthly by the MBE subcontractor) |

Attachment 2 Form D-1

Certified MBE Utilization and Fair Solicitation AFFIDAVIT

This document shall be included with the submittal of the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. 050R5800226, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 30 percent. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve an MBE goal of _____% and request a waiver of the remainder of the goal.

If I submit the apparent low bid or am selected as the apparent awardee (competitive sealed proposals), I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment D-2) with the bid or proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

If I am the apparent awardee, I acknowledge that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not

responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

5. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

Attachment 2 Form D-2
MBE Participation Schedule
(for submission with bid or proposal)

This document shall be included with the submittal of the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
<u>Work To Be Performed/SIC</u>	
<u>Percentage of Total Contract</u>	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION:	_____ %
TOTAL WOMAN-OWNED MBE PARTICIPATION:	_____ %
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:	_____ %

Document Prepared By: (please print or type)
 Name: _____ Title: _____

Attachment 2 Form D-2
MBE Participation Schedule (continued)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

Attachment 2 Form D-3

Outreach Efforts Compliance Statement

In conjunction with the bid or offer submitted in response to Solicitation No. 050R5800226, I state the following:

1. Bidder/ Offeror identified opportunities to subcontract in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to contact personally the solicited MBEs:

4. ☐ Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.
(DESCRIBE EFFORTS)

- ☐ This project does not involve bonding requirements.

5. ☐ Bidder/Offeror did/did not attend the pre-bid/proposal conference
☐ No pre-bid/proposal conference was held.

Bidder/Offeror Name

By: _____
Name

Address

Title

Date

ATTACHMENT 2 FORM D-4
Subcontractor Project Participation
Statement

Submit one form for each Certified MBE listed in the MBE Participation Schedule

Provided that _____ is awarded the State contract in conjunction with Solicitation
Prime Contractor Name

No. 050R5800226, it and _____, MDOT Certification No. _____,
Subcontractor Name

intend to enter into a contract by which subcontractor shall:

(describe
work) _____

☐ No bonds are required of Subcontractor

☐ The following amount and type of bonds are required of Subcontractor:

By:

Prime Contractor Signature

Name

Title

Date

By:

Subcontractor Signature

Name

Title

Date

PRIME CONTRACTOR MBE REPORTING INSTRUCTIONS

RFP#:____ # J01P6200030____

BPO#:_____

These instructions are meant to accompany the customized reporting forms sent to you by the Procurement Officer for the contract referenced above. If, after reading these instructions, you have additional questions or need further clarification, please contact the Department's MBE Liaison at jmontague@dbm.state.md.us or at 410-260-7109.

1. As the prime contractor, you have entered into a contractual agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to meet the MBE participation requirements established for this contract. Part of that requirement, as outlined in the contract, includes submission of monthly MBE payment reports to the State. Reporting forms D-5 (Prime Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The prime contractor must complete a separate form D-5 for each MBE subcontractor (each subcontractor reference herein means MBE subcontractor) for each month of the contract and submit one copy to the location(s) indicated at the bottom of the form. The report is due not later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due not later than the 15th of February. It is preferred that the signed report be submitted in PDF or Word format with an electronic signature, however, reports sent via postal delivery are acceptable. **Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month. For Statewide master contracts where contractors must compete for individual Task Order awards, only those prime contractors who have been awarded a Task Order Contract (TOC) and have received a Purchase Order from the State are required to submit monthly reports along with their subcontractors.**
3. The prime contractor is responsible for ensuring that each subcontractor receives a copy (e-copy and/or hard copy) of form D-6. The prime contractor should make sure that the subcontractor receives all the information necessary to complete the D-6 form properly, i.e., all of the information located in the upper right corner of the D-5 form. It may be wise to enter the information on form D-6 for the subcontractor's convenience. This will help to minimize any confusion for those who receive and review the reports and will ensure that your company/firm receives proper credit for all MBE payments.
4. **It is the responsibility of the prime contractor to make sure that all subcontractors submit reports not later than the 15th of each month regardless of whether there was any MBE payment activity for the reporting month.** Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's monthly D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the prime contractor cannot and will not be given credit for subcontractor payments, regardless of the prime contractor's proper submission of the D-5 reports. The Department's MBE Liaison will contact the prime contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. Any changes to the prime contractor's MBE plan (MBE Participation schedule) after contract commencement must be requested in writing to the Procurement Officer and may not be implemented until approval has been received. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

This form is to be completed monthly by the prime contractor.

ATTACHMENT 2 Form D-5

Maryland Department of Transportation Minority Business Enterprise Participation Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	Contract #: _____ Purchase Order #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
--	---

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all payments made to MBE subcontractor named above during this reporting period: 1. 2. 3. 4. Total Dollars Paid: \$ _____		List dates and amounts of any outstanding invoices: 1. 2. 3. 4. Total Dollars Unpaid: \$ _____	

**If more than one MBE subcontractor is used for this contract, please use separate forms.

Return one copy (hard or electronic) of this form to the following address (electronic copy is preferred):

Betty Toulson Maryland Department of Transportation 7201 Corporate Center Drive Hanover, Maryland 21076 E-mail: btoulson@mdot.state.md.us
--

Signature: _____ Date: _____

ATTACHMENT D-6

This form is to be
completed monthly
by the MBE
subcontractor.

Maryland Department of Transportation Minority Business Enterprise Participation Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____	Contract #: _____
Reporting Period (Month/Year): _____	Purchase Order #: _____
Report is due by the 15th of the following month.	Contracting Unit: _____
	Contract/PO Amount: _____
	MBE Subcontract Amount: _____
	Project Begin Date: _____
	Project End Date: _____
	Services Provided: _____

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:		
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
List all payments received from Prime Contractor during this reporting period. 1. 2. 3. 4. Total Dollars Paid: \$ _____	List dates and amounts of any outstanding invoices. 1. 2. 3. 4. Total Dollars Unpaid: \$ _____	
Prime Contractor:	Contact Person:	

Return one copy (hard or electronic) of this form to the following address (electronic copy is preferred):

<p>Betty Toulson Maryland Department of Transportation 7201 Corporate Center Drive Hanover, Maryland 21076 E-mail: btoulson@mdot.state.md.us</p>

Signature: _____ Date: _____

ATTACHMENT 3

Task Order Agreement

CATS TORFP # J01P6200030.
OF MASTER CONTRACT # 050R5800338

This Task Order Agreement ("TO Agreement") is made this day day of Month, 200X by and between MASTER CONTRACTOR and the STATE OF MARYLAND, TO Requesting Agency.

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. "Agency" means the TO Requesting Agency, as identified in the CATS TORFP # ADPICS PO.
 - b. "CATS TORFP" means the Task Order Request for Proposals # ADPICS PO, dated MONTH DAY, YEAR, including any addenda.
 - c. "Master Contract" means the CATS Master Contract between the Maryland Department of Budget and Management and MASTER CONTRACTOR dated December 19, 2005.
 - d. "TO Procurement Officer" means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. "TO Agreement" means this signed TO Agreement between TO Requesting Agency and MASTER CONTRACTOR.
 - f. "TO Contractor" means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. "TO Manager" means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. "TO Proposal - Technical" means the TO Contractor's technical response to the CATS TORFP dated date of TO Proposal – Technical.
 - i. "TO Proposal – Financial" means the TO Contractor's financial response to the CATS TORFP dated date of TO Proposal - FINANCIAL.
 - j. "TO Proposal" collectively refers to the TO Proposal – Technical and TO Proposal – Financial.

2. Scope of Work

- 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
- 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
- a. The TO Agreement,
 - b. Exhibit A – CATS TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial
- 2.3. The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this section. Except as otherwise provided in this TO Agreement, if any change under this section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of **insert time for performance**, commencing on the date of Notice to Proceed and terminating on **MONTH DAY, YEAR**.

4. Consideration and Payment

- 4.1. The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed **\$total amount of task order**. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2. Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO

Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is **Federal ID number**. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the **Agency TO Manager unless otherwise specified herein**.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO CONTRACTOR NAME

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, **TO REQUESTING AGENCY** DEPARTMENT OF BUDGET AND
MANAGEMENT, OFFICE OF INFORMATION TECHNOLOGY, APPLICATION SYSTEMS
MANAGEMENT

By: **insert name**, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4

Conflict Of Interest Affidavit And Disclosure

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____
(Authorized Representative and Affiant)

SUBMIT THIS WITH THE TECHNICAL RESPONSE

ATTACHMENT 5

Labor Classification Personnel Resume Summary

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement. In this case, 3 months.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

ATTACHMENT 5
LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY
(CONTINUED)

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS RFP from section 2.5 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS RFP from section 2.5 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS RFP from section 2.5 for the applicable labor category.)	

The information provided on this form for this labor class is true and correct to the best of my knowledge:

Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

ATTACHMENT 6

Directions to the Pre-TO Proposal Conference

Driving directions for MDOT Headquarters
7201 Corporate Center Dr.
Hanover, Md. 21076

Baltimore:

From 695; Take Baltimore –Washington Parkway (295) south to I-195 towards the BWI airport. Take I-195 to Md. Rte 170 south towards Dorsey. Go to the fifth traffic light and turn left on Stoney Run rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.

Washington:

From Baltimore-Washington Parkway (295); Take Baltimore-Washington Parkway North to I-195 and exit towards the BWI Airport (East). Take I-195 towards the BWI Airport to Md. Rte.170. Take Md. Rte. 170 south towards Dorsey. Go to the fifth traffic light and turn left on Stoney Run rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.

Annapolis:

From I-97; Take I-97 North to Rte.100 towards Columbia (west). Take Rte. 100 to Rte 170 north towards BWI Airport. Take Rte. 170 to the third traffic light and turn right on Stoney Run Rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.

ATTACHMENT 7 NOTICE TO PROCEED

Day Month, Year

TO Contractor Name
TO Contractor Mailing Address

Re: CATS Task Order Agreement #ADPICS PO Number

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Day Month, Year, for the above-referenced Task Order Agreement. TO Manager of the TO Requesting Agency will serve as your contact person on this Task Order. TO Manager can be reached at telephone # and email address.

Enclosed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

TO Procurement Officer
Task Order Procurement Officer

Enclosures (2)

cc: TO Manager
Procurement Liaison Office, Office of Information Technology, DBM
Project Management Office, Office of Information Technology, DBM

ATTACHMENT 8 AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

Project Name: **Project Name for TORFP**

TO Agreement Number: **#ADPICS PO**

Title of Deliverable: _____

TORFP Reference Section Number: _____

Deliverable Reference ID Number: _____

Name of TO Manager: **TO Manager**

TO Manager Signature

Date Signed

Name of Contractor's Project Manager: _____

Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN SECTION 2.2.3 OF THE TORFP.

ATTACHMENT 9 ACCEPTANCE OF DELIVERABLE FORM

Agency Name: TO Requesting Agency

Project Name: TORFP Project Name

TO Manager: TO Manager and Phone Number

To: TO Contractor's Contract Manager

The following deliverable, as required by TO Agreement #ADPICS PO, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

☐

Is accepted as delivered.

☐

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ATTACHMENT 10

NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non-Disclosure Agreement (the "Agreement") is made this ____ day of _____, 200_, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #ADPICS PO for TORFP Project Name. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Gisela Blades (TO Procurement Officer) Department of Budget and Management on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 11

NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this ____ day of _____, 200__, by and between the State of Maryland ("the State"), acting by and through its **TO Requesting Agency** (the "Department"), and _____ ("TO Contractor"), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the "TO Agreement") for **TORFP Project Name** TORFP No. **ADPICS PO** dated **release date for TORFP**, (the "TORFP") issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

WHEREAS, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor's employees and agents (collectively the "TO Contractor's Personnel") with access to certain confidential information regarding _____ (the "Confidential Information").

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the TORFP and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor's Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor's Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor's performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's Personnel or the TO Contractor's former Personnel. TO

Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

Contractor/Contractor's Personnel:

TO Requesting Agency:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

EXHIBIT A

**TO CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE
CONFIDENTIAL INFORMATION**

**Printed Name and Address
of Employee or Agent**

Signature

Date

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT B



Maryland Department of Transportation
Office of Transportation Technology Services

IBM Mainframe Equipment

Year One Pricing

Qty	Mfg	Type	Mod / Feature	Serial #	Description	Location	Monthly Cost	Yearly Cost
1	IBM	6400P50		0000G6890	Line Matrix Printer	OTTS Data Center	\$	-
1	IBM	317411L		0000N1212	Establishment Controller	OTTS Data Center	\$	-
1	IBM	2086A04		0000195EB	IBM ESERVER - Z890 *	OTTS Data Center	\$	-
1	IBM	317411L		0000AT738	Establishment Controller	OTTS Data Center	\$	-
1	IBM	3205100		00001040	COLOR DISPLAY CONSOLE	OTTS Data Center	\$	-
1	IBM	3205100		00002414	COLOR DISPLAY CONSOLE	OTTS Data Center	\$	-
1	IBM	3205100		00003111	COLOR DISPLAY CONSOLE	OTTS Data Center	\$	-
1	IBM	4245D20		00052571	PRINTER	OTTS Data Center	\$	-
1	IBM	6262022		0000A0349	2200 LPM LINE PRINTER	OTTS Data Center	\$	-
1	IBM	6262D22		0000A1007	2200 LPM LINE PRINTER	OTTS Data Center	\$	-
1	IBM	6262022		000080712	2200 LPM LINE PRINTER	OTTS Data Center	\$	-
1	IBM	9034001		90344168626	ESCON Converter	OTTS Data Center	\$	-
1	IBM	9034001		90344158493	ESCON Converter	OTTS Data Center	\$	-
1	IBM	9034001		90344158504	ESCON Converter	OTTS Data Center	\$	-
1	IBM	9034001		90344168825	ESCON Converter	OTTS Data Center	\$	-
1	IBM	9034001		90344158503	ESCON Converter	OTTS Data Center	\$	-
1	IBM	9034001		90344168637	ESCON Converter	OTTS Data Center	\$	-
1	IBM	9034001		90344153810	ESCON Converter	OTTS Data Center	\$	-
1	IBM	9034001		90344168823	ESCON Converter	OTTS Data Center	\$	-
1	IBM	9034001		90344158717	ESCON Converter	OTTS Data Center	\$	-
1	IBM	9034001		90344171520	ESCON Converter	OTTS Data Center	\$	-
							\$	-
1	IBM	4247A00		000000635	SERIAL MATRIX PRINTER	MVA ROOM 120	\$	-
1	IBM	4247V03		0000A1175	IBM 4247 V03 PRINTER	MVA ROOM 120	\$	-
1	IBM	4247V03		0000A1384	IBM 4247 V03 PRINTER	MVA ROOM 120	\$	-
							\$	-
							\$	-

Location - OTTS Data Center One Orchard Road
Glen Burnie, Maryland 21060

Location MVA Room 120 Motor Vehicle Administration
6601 Ritchie Highway
Glen Burnie, Maryland 21062
*The OTTS Data Center is attached to the MVA.

- The IBM Z Series mainframe is under Warranty until February 19, 2007.

EXHIBIT B



Maryland Department of Transportation
Office of Transportation Technology Services

IBM Mainframe Equipment

Year Two Pricing

Qty	Mfg	Type	Mod / Feature	Serial #	Description	Location	Monthly Cost	Yearly Cost
1	IBM	6400P50		0000G6890	Line Matrix Printer	OTTS Data Center	\$	-
1	IBM	317411L		0000N1212	Establishment Controller	OTTS Data Center	\$	-
1	IBM	2086A04		0000195EB	IBM ESERVER - Z890 *	OTTS Data Center	\$	-
1	IBM	317411L		0000AT738	Establishment Controller	OTTS Data Center	\$	-
1	IBM	3205100		00001040	COLOR DISPLAY CONSOLE	OTTS Data Center	\$	-
1	IBM	3205100		00002414	COLOR DISPLAY CONSOLE	OTTS Data Center	\$	-
1	IBM	3205100		00003111	COLOR DISPLAY CONSOLE	OTTS Data Center	\$	-
1	IBM	4245D20		00052571	PRINTER	OTTS Data Center	\$	-
1	IBM	6262022		0000A0349	2200 LPM LINE PRINTER	OTTS Data Center	\$	-
1	IBM	6262D22		0000A1007	2200 LPM LINE PRINTER	OTTS Data Center	\$	-
1	IBM	6262022		000080712	2200 LPM LINE PRINTER	OTTS Data Center	\$	-
1	IBM	9034001		90344168626	ESCON Converter	OTTS Data Center	\$	-
1	IBM	9034001		90344158493	ESCON Converter	OTTS Data Center	\$	-
1	IBM	9034001		90344158504	ESCON Converter	OTTS Data Center	\$	-
1	IBM	9034001		90344168825	ESCON Converter	OTTS Data Center	\$	-
1	IBM	9034001		90344158503	ESCON Converter	OTTS Data Center	\$	-
1	IBM	9034001		90344168637	ESCON Converter	OTTS Data Center	\$	-
1	IBM	9034001		90344153810	ESCON Converter	OTTS Data Center	\$	-
1	IBM	9034001		90344168823	ESCON Converter	OTTS Data Center	\$	-
1	IBM	9034001		90344158717	ESCON Converter	OTTS Data Center	\$	-
1	IBM	9034001		90344171520	ESCON Converter	OTTS Data Center	\$	-
1	IBM	4247A00		000000635	SERIAL MATRIX PRINTER	MVA ROOM 120	\$	-
1	IBM	4247V03		0000A1175	IBM 4247 V03 PRINTER	MVA ROOM 120	\$	-
1	IBM	4247V03		0000A1384	IBM 4247 V03 PRINTER	MVA ROOM 120	\$	-
							\$	-
							\$	-

Location - OTTS Data Center One Orchard Road
Glen Burnie, Maryland 21060

Location MVA Room 120 Motor Vehicle Administration
6601 Ritchie Highway
Glen Burnie, Maryland 21062

*The OTTS Data Center is attached to the MVA.

EXHIBIT B



Maryland Department of Transportation
Office of Transportation Technology Services

IBM Mainframe Equipment

Optional Year Three Pricing

Qty	Mfg	Type	Mod / Feature	Serial #	Description	Location	Monthly Cost	Yearly Cost
1	IBM	6400P50		0000G6890	Line Matrix Printer	OTTS Data Center	\$	-
1	IBM	317411L		0000N1212	Establishment Controller	OTTS Data Center	\$	-
1	IBM	2086A04		0000195EB	IBM ESERVER - Z890 *	OTTS Data Center	\$	-
1	IBM	317411L		0000AT738	Establishment Controller	OTTS Data Center	\$	-
1	IBM	3205100		00001040	COLOR DISPLAY CONSOLE	OTTS Data Center	\$	-
1	IBM	3205100		00002414	COLOR DISPLAY CONSOLE	OTTS Data Center	\$	-
1	IBM	3205100		00003111	COLOR DISPLAY CONSOLE	OTTS Data Center	\$	-
1	IBM	4245D20		00052571	PRINTER	OTTS Data Center	\$	-
1	IBM	6262022		0000A0349	2200 LPM LINE PRINTER	OTTS Data Center	\$	-
1	IBM	6262D22		0000A1007	2200 LPM LINE PRINTER	OTTS Data Center	\$	-
1	IBM	6262022		000080712	2200 LPM LINE PRINTER	OTTS Data Center	\$	-
1	IBM	9034001		90344168626	ESCON Converter	OTTS Data Center	\$	-
1	IBM	9034001		90344158493	ESCON Converter	OTTS Data Center	\$	-
1	IBM	9034001		90344158504	ESCON Converter	OTTS Data Center	\$	-
1	IBM	9034001		90344168825	ESCON Converter	OTTS Data Center	\$	-
1	IBM	9034001		90344158503	ESCON Converter	OTTS Data Center	\$	-
1	IBM	9034001		90344168637	ESCON Converter	OTTS Data Center	\$	-
1	IBM	9034001		90344153810	ESCON Converter	OTTS Data Center	\$	-
1	IBM	9034001		90344168823	ESCON Converter	OTTS Data Center	\$	-
1	IBM	9034001		90344158717	ESCON Converter	OTTS Data Center	\$	-
1	IBM	9034001		90344171520	ESCON Converter	OTTS Data Center	\$	-
1	IBM	4247A00		000000635	SERIAL MATRIX PRINTER	MVA ROOM 120	\$	-
1	IBM	4247V03		0000A1175	IBM 4247 V03 PRINTER	MVA ROOM 120	\$	-
1	IBM	4247V03		0000A1384	IBM 4247 V03 PRINTER	MVA ROOM 120	\$	-
							\$	-

Location - OTTS Data Center One Orchard Road
Glen Burnie, Maryland 21060

Location MVA Room 120 Motor Vehicle Administration
6601 Ritchie Highway
Glen Burnie, Maryland 21062

*The OTTS Data Center is attached to the MVA.